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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

April 8, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FINAL FISCAL YEAR 03-04 MEASURE B SPECIAL TAX FUNDING ALLOCATIONS FOR
TRAUMA SERVICES VIA HELICOPTER TRANSPORT, EMERGENCY MEDICAL
SERVICES AGENCY PROGRAMS, AND ADMINISTRATIVE COSTS; AND USE OF
COUNTY RESPONSE VEHICLES**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve and instruct the Director of Health Services to allocate \$2.4 million from Measure B Special Tax (Measure B) Fund to provide trauma services for patients in undesignated trauma areas, which are identified as the East San Gabriel Valley (including Pomona, Baldwin Park, and West Covina), Antelope Valley, and Malibu areas, by providing air transportation consistent with the objectives of Measure B approved by the voters in 2002, and authorize reimbursement through a duly approved/executed medical control MOU/agreement to Los Angeles County and City Fire Departments and the Los Angeles County Sheriff's Department for the provision of air transportation of trauma center criteria patients to a designated trauma center.
- 2) Approve a Memorandum of Understanding (Medical Control Agreement), substantially similar to Exhibit I, for signature by the Director of Health Services and the Los Angeles County Fire Chief, for the provision of paramedic and air transport services.
3. Approve and instruct the Director of Health Services, or his designee, to fill 15 positions, as described in Attachment A, in excess of what is currently authorized in the Department of Health Services' staffing ordinance, pursuant to Section 6.06.020 of the County Code, utilizing existing resources to fund these positions in the Emergency Medical Services (EMS) Agency.
4. Approve and instruct the Director of Health Services to allocate up to \$1.0 million from Measure B Funds to the Assessor, Auditor-Controller, and Treasurer and Tax Collector to reimburse administrative costs associated with the implementation of the parcel tax.
5. Approve the special use of County Disaster Response Vehicles without the restrictions of County Personnel policy 5.40.300, as deemed necessary by the Director of Health Services or designee, to allow EMS Agency and Public Health administrative staff to utilize designated

County response vehicles during periods of heightened alert or during actual disasters, including terrorist incidents, including driving vehicles to and from the place of residence.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Approval of the recommendations now before your Board will allow the Department of Health Services (DHS or Department) to utilize the Measure B Funds to enhance services in accordance with Measure B objectives as approved by the voters.

Recommendation #1: Air Transport Services

On August 29, 2003, the Director of DHS recommended to your Board an annual allocation of \$4.4 million of Measure B funding to provide trauma services for patients in undesignated trauma areas (East San Gabriel Valley, Antelope Valley and the Malibu area). The original intent of the expansion funds under Measure B was to assist hospitals in the underserved areas to become trauma centers. However, none of the hospitals in these areas is prepared to join the trauma system at this time. Rationale provided include cost of uncompensated care, lack of physician commitment, extensive physician call panel requirements, and increase in the number and acuity of patients. Measure B funds would be used to offset the indigent care costs, which are the expenses that current private trauma centers cite as the critical offset necessary to maintain trauma services.

While it is intended to keep this funding earmarked for potential trauma centers in these areas, DHS recommended, through their allocation of Measure B funding, to implement an interim solution to augment the current trauma system transport capability for County residents. As part of this interim solution, the Director of DHS recommended, and your Board approved, the Fire District's request of a \$2.0 million annual allocation of Measure B funding to: 1) cover initial Fiscal Year (FY) 2003-04 helicopter design and construction costs, and 2) cover the helicopter lease/purchase, offsetting a significant portion of costs related to the expansion of the District's air ambulance service in the Antelope Valley to a 24-hour/7-day per week level. The lease term length will not exceed ten years and total lease/acquisition financing costs will not exceed \$20.0 million.

In order to maintain the Los Angeles County air transport system, the remaining \$2.4 million from the \$4.4 million will be divided equally among the three approved public provider agencies with aircraft transport capabilities, (i.e., Los Angeles County and City Fire Departments, and the Los Angeles County Sheriff's Department). Because the combined cost of air transport services for these three departments exceeds \$20.0 million in aggregate, it has been determined that these funds will be divided equally in the amount of \$800,000 for each of these three departments, to expand services and ensure that the infrastructure for trauma transports is maintained.

Recommendation #2: Memorandum of Understanding (MOU)

The attached MOU (Medical Control Agreement) (Exhibit I) meets requirements of Title 22, California Code of Regulations, Section 100173 (b) (4) and Section 100300 (b) (4) requiring Paramedic Service Providers "to have a written agreement with the local EMS agency to participate in the EMS system". In addition, Exhibit A of the MOU defines provision for aircraft transport of trauma patients as well as Measure B funding. A substantially similar MOU (Medical Control Agreement) will be offered to the Los Angeles County Sheriff for the provision of paramedic and air transport services. A similar agreement with the Los Angeles City Fire Department is being negotiated and will be forwarded to your Board for approval.

Recommendation #3: Emergency Medical Services (EMS) Agency Programs

The Department has requested fifteen (15) permanent items in the FY 2004-05 budget for the EMS Agency, financed by Public Health salary savings from the current fiscal year. These items are in the Department's FY 2004-05 proposed budget and are specifically for purposes of further developing emergency and trauma services and CBRNE (chemical, biological, radiological, nuclear, and explosive) terrorism response. As the designated departmental emergency coordinator, the EMS

Agency is responsible for coordination of the emergency and trauma services and all health-related emergency and disaster preparedness not only for the prehospital care setting but also for both public and private hospital readiness.

Recommendation #4: Administrative Costs

Section 6 of the Resolution approved by voters in November 2002 allows County departments to recover reasonable costs incurred by the County in determining the square footage for each parcel, calculating the new direct assessment of three cents per square footage, adding the assessment to the tax roll, mailing property tax bills, and collecting the assessments. The Assessor, Auditor-Controller, and the Treasurer and Tax Collector worked with DHS to ensure the special tax was implemented in a timely manner.

Approving this Board action authorizes the Director of DHS to allocate up to \$1.0 million from Measure B Funds for administrative costs associated with the implementation of the Measure. The actual costs incurred to date by the Assessor and Auditor-Controller are approximately \$820,000 for FY 2003-04. Treasurer and Tax Collector and other administrative costs yet to be incurred fall within the remaining \$1.0 million allocation.

Recommendation #5: County Vehicle Use

The EMS Agency and Public Health will be responsible for functioning in a response capacity should a terrorism or disaster incident occur in Los Angeles County or the Disaster Region 1 (Orange, Los Angeles, San Luis Obispo, Santa Barbara, and Ventura Counties).

County Personnel policy 5.40.300 states: "County automobiles - Use restrictions, prohibits the use of County owned vehicle in conveying any county officer or employee between the residence and the place of work, or to keep any county automobile overnight or on Sundays or holidays at the place of residence without special authorization from the Board of Supervisors or the Chief Administrative Officer." In a known event or during a heightened alert status, rapid response may be dependent on the ability of key county disaster managers to respond quickly in a vehicle allowing for easy identification and proper response capability. This would allow the Director of DHS, or designee, to authorize the EMS Agency and Public Health employees to utilize County response vehicles during periods of heightened alert or during actual disasters including terrorist incidents to and from the place of residence to respond to a disaster/terrorist scene in a safe and timely manner.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This plan supports the County's Strategic Goal #2 for Workforce Excellence, by enhancing the quality and productivity of emergency and trauma services countywide.

FISCAL IMPACT/FINANCING:

The cost for air transport under this recommendation (\$2.4 million) and administrative management of the Measure B Fund (\$1.0 million) is \$3.4 million. The estimated two-month cost for FY 2003-04 is \$168,968, based on a projection of filling the positions by May 1, 2004. Funding for these positions will utilize savings from the previously approved Public Health component (\$6.0 million) of Measure B Funds. In the Department's FY 2004-05 proposed budget, funding for these positions will be taken from the Measure B Fund for trauma and emergency services as well as bioterrorism preparedness.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 6, 2002, Measure B, a ballot initiative, was passed by the voters of Los Angeles County. Measure B provides funding for trauma and emergency services as well as bioterrorism preparedness.

The Board previously approved expenditures of the Measure B Fund as follows:

Stabilization Funding for Los Angeles County DHS Trauma and Emergency Care

Funding in the amount of \$140.0 million is used for County hospital critical and emergency care at the four County hospitals (LAC+USC, Harbor-UCLA, MLK/Drew and Olive View-UCLA Medical Centers) with Basic Emergency Department licensure, three of which are designated Trauma Centers. Specifically, the funds are used to offset costs for emergency patients who are uninsured (outpatient and inpatient services).

Private Trauma Hospitals

On June 24, 2003, your Board approved a two-year contract with ten designated non-County trauma centers to fund reimbursement for indigent care using a per diem schedule of rates for uninsured patients. For FY 2003-04, a total of approximately \$18.6 million was allocated for this program.

Helicopter for Los Angeles County Fire Department

As previously described, on March 3, 2004, your Board approved an annual allocation of \$2.0 million from the Measure B Fund to the Fire District, beginning in FY 2003-04, to pay for initial helicopter construction costs, and for expanded trauma air transport services in the Antelope Valley at a 24-hour/7-day per week level until purchased, not to exceed ten years and total lease/purchase financing costs not to exceed \$20.0 million.

Public Health

Through the FY 2003-04 budget process, \$6.0 million of Measure B Funds were allocated to Public Health to fund 40 positions which are critical to increase readiness in the health centers for bioterrorism response activities such as smallpox planning, community education activities, assessment of the economic impacts of bioterrorism on the public health system, increased laboratory capacity for testing biological agents, psycho-social bioterrorism programs for the public and internal stakeholders, and database management of emergency contact information.

In addition, these funds are being used for operating expenses to establish 20 inpatient beds for bioterrorism response; information technology projects for maintenance support of the emergency health alert notification system; EMS consultant to evaluate the outdated paramedic communication system; risk communication and community education activities to develop health messages in various languages for the public in the event of a bioterrorism emergency; and equipment, supplies, and computers for the 40 staff positions.

Attachments A, B, and C provide additional information.

Exhibit I has been approved as to use by County Counsel.

CONTRACTING PROCESS:

Both the Los Angeles County Fire Department who will be signing the MOU (Medical Control Agreement), and the Los Angeles County Sheriff's Department who will be offered a substantially similar MOU (Medical Control Agreement), are current providers of paramedic services in assigned jurisdictional areas. The Department will negotiate an agreement with the Los Angeles City Fire Department to be approved by your Board for air transport by the City Fire Department and allocation of reimbursement from Measure B funding.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended actions will maintain and enhance the provision of emergency and trauma services and terrorism preparedness activities in the County.

The Honorable Board of Supervisors
April 8, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pps

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

MEASURE B SUMMARY OF EXPENDITURES
Fiscal Year 2003-04

Pre-Authorized

County Hospitals-
 LAC+USC Medical Center, Harbor-UCLA Medical Center,
 MLK/Drew Medical Center, Olive View Medical Center

Approved by the Board during Budget Deliberations
Fiscal Year 2003-04

\$140.0 Million

Public Health - Bioterrorism Activities

Approved by the Board during Budget Deliberations
Fiscal Year 2003-04

6.0 Million

Non-County Trauma Hospitals -
 Negotiated agreements

Approved by the Board on June 24, 2003

18.6 Million

Increased Helicopter Services to Underserved
 Trauma Care Areas

Approved by the Board on March 3, 2004

2.0 Million

Pending Authorization**

Undesignated Trauma Areas - Pomona, Baldwin Park/
 West Covina, Antelope Valley, and Malibu areas;
 Reimbursement to Los Angeles County Fire and Sheriff;
 and Los Angeles City Fire

For Board Approval

2.4 Million

Administrative Costs for Los Angeles County Assessor,
 Auditor-Controller, and Treasurer and Tax Collector

For Board Approval

1.0 Million

TOTAL MEASURE B EXPENDITURES FOR FY 2003-04

\$170.0 Million

** Includes the Undesignated Trauma Areas and Administrative Costs which are pending Board authorization.

MEMORANDUM OF UNDERSTANDING (MOU)
(Medical Control Agreement)

1. TYPE OF SERVICE:

Provision of paramedic and air transport services.

2. MOU AGENCY:

County of Los Angeles Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063
Contact Person: P. Michael Freeman, Fire Chief
Telephone: (323) 881-2401

3. TERM:

Effective the date the MOU is fully executed, and will continue for twelve (12) months; thereafter, MOU will automatically renew for one (1) year terms for an indefinite period of time.

4. GEOGRAPHIC AREAS TO BE SERVED:

Countywide

5. ACCOUNTABILITY FOR MONITORING:

Emergency Medical Services Agency

7. APPROVALS:

Emergency Medical Services Agency: Carol Gunter, Director

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Edward A. Morrissey, Deputy County Counsel

**MEASURE B FISCAL YEAR 2003-04 POSITIONS IN EXCESS OF CURRENTLY
AUTHORIZED IN THE DEPARTMENT OF HEALTH SERVICES STAFFING ORDINANCE
FOR THE EMERGENCY MEDICAL SERVICES AGENCY**

Total of 15 items

Disaster Team Management [DMAT and NMRT]

Senior EMS Program Head - 1 position

Provides overall administrative duties. Ensures that the Agency's Disaster Medical Assistance Teams (DMAT and NMRT) are prepared and ready for activation and deployment. Ensures management and supervision of all aspects of a disaster mission, both operational and managerial.

Electronic Communication Technician - 1 position

Manages the communication and information cache and provides equipment to the operation. Assists the Senior EMS Program Head by planning and meeting the team's communication requirements.

Administrative Assistant II - 1 position

Oversees the teams readiness activities, ensuring that the team's organization and operations conform to established guidelines. Assists the Senior EMS Program Head by providing leadership and direction in the day-to-day administrative operations.

Warehouse Worker III - 1 position

Implements and manages an efficient supply management program to meet the needs of a disaster response. Assists the Senior EMS Program Head by planning, directing, controlling and managing equipment and supplies for a disaster response.

Senior Nursing Instructor - 1 position

Oversees the teams training programs. Ensures volunteer team members training and education needs are met. Assists the Senior EMS Program Head by providing needed training and education to ensure a deployable team.

Disaster Training Unit

Senior Nursing Instructor - 1 position

Develop curriculum and provide training to hospital, healthcare and EMS personnel and associated ancillary staff.

Intermediate Typist Clerk - 1 position

Performs routine clerical duties for the unit to include scheduling of classes, duplicating and compiling course materials, answering phones, typing and processing mail.

Disaster Management

Senior Physician - 1 position

Performs in the role of Disaster Medical Officer for the County ensuring the Department disaster management programs address preparedness, mitigation, response and recovery roles related to medical and health needs in disasters.

Disaster Services Analyst - 2 positions

One position will act as a liaison to the Office of Emergency Management. Represents the Department and the role in overall emergency management activities.

One position will act as a liaison to the Terrorist Early Warning Group. Represents the Department and the role in consequence management.

EMS Agency Administration

Public Information Assistant - 1 position

This position will be responsible for promoting and maintaining public relations, with emphasis on disaster preparedness, for the EMS Agency.

EMS Agency Information System

Programming Supervisor I - 1 position

Supervises the development, analysis, testing and debugging of custom computer applications. These applications address data collection systems for disaster response and recovery as well as patient transfer systems.

Trauma Program

Senior Nursing Instructor - 1 position

Oversees the Trauma Program for the EMS Agency. This includes monitoring Trauma Services Hospital Agreements and State regulations, participating in system analysis and preparing reports and required documents.

Contract Program Auditor - 1 position

Coordinates the auditing and monitoring of all physician and hospital indigent care funds that are administered by the EMS Agency.

Fiscal Services

Accounting System Technician - 1 position

Coordinates financial duties related to Measure B activities and financial accountability.

Contract No. _____

MEMORANDUM OF UNDERSTANDING
(Medical Control Agreement)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into
this _____ day of _____, 2004,

by and between the COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES,
LOCAL EMERGENCY MEDICAL
SERVICES AGENCY (hereafter "EMS
Agency"),

and COUNTY OF LOS ANGELES FIRE
DEPARTMENT (hereafter
"Provider").

WHEREAS, the County of Los Angeles Fire Department
(hereafter referred to as "Provider") provides basic life support
("BLS") and advanced life support ("ALS") to the population
within Los Angeles County; and

WHEREAS, pursuant to the authority granted under the
Emergency Medical Services and Prehospital Emergency Medical Care
Personnel Act (Health and Safety Code, sections 1797.218, et
seq., hereinafter referred to as "Act"), the County of Los
Angeles (hereafter referred to as "County") has established and
maintains an ALS system providing paramedic services for the
delivery of emergency medical care to the sick and injured at the
scene of an emergency and during transport to a general acute
care or trauma hospital, until care responsibility is assumed by
the regular staff of that hospital, and during training within
the facilities of a participating general acute care hospital;

and

WHEREAS, pursuant to section 1797.200 of the Act, the County has designated its Department of Health Services (hereafter referred to as "DHS") as the local Emergency Medical Services Agency (hereafter referred to as "EMS Agency"); and

WHEREAS, pursuant to sections 1797.204 and 1798, among others, of the Act, EMS Agency is responsible for system coordination, medical oversight, and support of the delivery of Emergency Medical Services ("EMS") by provider agencies such as the County of Los Angeles Fire Department; and

WHEREAS, EMS Agency approves paramedic provider agencies to render through licensed and accredited EMT-P personnel advanced life support level patient care in accordance with policies and procedures established by EMS Agency and State EMS Authority; and

WHEREAS, Title 22, California Code of Regulations, section 100173(b)(4) requires Provider to have a written Medical Control Agreement with its local EMS agency to participate in ALS programs; and

WHEREAS, the County of Los Angeles Fire Department is an approved provider of prehospital emergency medical services within the County of Los Angeles, and desires to operate an ALS system in accordance with medical control policies and procedures established by EMS Agency; and

WHEREAS, EMS Agency is responsible for the designation and approval of EMS Aircraft used for EMS in Los Angeles County, and

that Title 22, California Code of Regulations, section 100300(b)(4) requires the provider to have a written agreement with its local EMS agency to participate in the EMS Aircraft program; and

WHEREAS, Provider seeks to operate EMS aircraft to be used for EMS in Los Angeles County through an Agreement with EMS Agency; and

WHEREAS, the respective roles of the parties in delivering EMS to the population of the County of Los Angeles require significant detailed and cooperative efforts to ensure each party continues to fulfill its respective obligations; and

WHEREAS, EMS Agency and Provider agree that timely and effective trauma care, including the location and staffing of trauma centers and Provider helicopter transportation are an integral component of prehospital care within Los Angeles County; and

WHEREAS, EMS Agency and Provider further agree to cooperate with each other for the purpose of identification and facilitation of the delivery, maintenance, and improvement of prehospital care within Los Angeles County in order to effectively meet the needs of Los Angeles County 9-1-1 patients; and

WHEREAS, this Memorandum of Understanding (hereafter referred to as "MOU"), in accordance with the intentions of the parties, will serve as a written agreement as required under

Title 22, California Code of Regulations, sections 100173(b)(4) and 100300(b)(4), between EMS Agency and Provider, for the purpose of developing and maintaining the working relationship between Provider and EMS Agency.

NOW, THEREFORE, the parties hereto agree as follows:

1. BASIS AND PURPOSE: The basis of this MOU is the intention of the parties to establish and define the roles and responsibilities of EMS Agency and Provider relative to the medical control in delivery of prehospital care within Los Angeles County, other than specified herein, and Provider does not waive or modify any present rights under any statute by its execution of this Agreement.

2. TERM: The term of this MOU shall commence on the date the MOU is fully executed, with such date reflected on the top of page 1 of MOU, and shall continue in full force and effect for twelve (12) months, unless terminated in accordance with the terms set forth herein. This MOU shall thereafter be automatically renewed for one (1) year terms, for an indefinite period of time, without further action by the parties hereto.

Notwithstanding the provisions of the Paragraph as set forth herein, either party may terminate this MOU at any time, for any reason, with or without cause, by providing one hundred eighty (180) calendar days prior written notice thereof to the other party.

If Provider should lose their provider status for any

reason, the MOU shall be null and void.

3. RESPONSIBILITIES OF THE PROVIDER: Responsibilities of Provider shall include the following:

A. Provider shall perform responsibility of Provider in a spirit of cooperation and collaboration with the EMS Agency.

B. Provider shall provide 9-1-1 emergency medical services within the unincorporated area of Los Angeles County, and within a city as applicable.

C. Provider shall implement the policies, guidelines and procedures of EMS Agency as set forth in the Los Angeles County Prehospital Care Policy Manual and Medical Guidelines, and all other policies, procedures and guidelines for medical direction of prehospital care advanced life support personnel. (The Prehospital Care Policy Manual and Medical Guidelines, as may be amended, are incorporated herein by reference.)

D. If approved by EMS Agency as a designated EMS Air Rescue Service, Provider shall comply with all air ambulance

regulations and local policies as specified in Exhibit A, attached hereto and incorporated herein by reference.

E. Provider shall initiate discussions regarding medical control policy change through established channels.

F. In accordance with EMS Agency's Prehospital Care Policy Manual, section 600, et seq., Provider shall provide written records, completing one EMS Agency approved EMS Report Form contained in Exhibit B, attached hereto and incorporated herein by reference, for every EMS response and submit the form to EMS Agency within thirty (30) calendar days of completion. If submitted electronically, Provider shall enter the required data elements following the format specified in Exhibit C, attached hereto and incorporated herein by reference, within forty-five (45) calendar days, into the Trauma and Emergency Medicine Information System (TEMIS). For canceled calls, no patients found, and false alarms, Provider shall exclusively perform one of the following actions: (1) complete an EMS Report Form for every occurrence of the above call types, or (2) submit a department volume quarterly report to EMS Agency of the above call types.

G. Provider shall submit copies of all records, tapes, run reports, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system with fifteen (15) calendar days, unless otherwise mutually agreed upon, of receipt of written request of the Medical Director of EMS Agency or his/her designee(s). All such records, run reports, tapes, and logs shall be retained by Provider for the period of time required by law and by

EMS Agency's Prehospital Care Policy Manual, Ref. No. 610. Copies of any such records, run reports, tapes, and logs submitted to the Medical Director of EMS Agency or his/her designee(s) hereunder may only be used for audit, investigation, or statistical analysis purposes, and for other "health care operations" as defined by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

H. Provider shall permit, as specified herein, scheduled periodic site visits by the representatives authorized by EMS Agency Medical Director, who are qualified to perform surveys and reviews, including field observation ride-alongs, to ensure compliance with State laws and regulations, local ordinances and policies, and this MOU.

I. Provider shall retain the original copy of EMS rescue report or equivalent, approved electronic image (labeled "PROVIDER") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater, or as otherwise defined in EMS Agency's Prehospital Care Policy Manual, whichever is greater.

J. Provider shall establish a mechanism to purchase, store, and distribute all medical supplies and pharmaceuticals identified in Ref. No. 703, ALS UNIT INVENTORY, of the Prehospital Care Policy Manual, and shall

comply with the provisions of Ref. No. 701, SUPPLY AND RESUPPLY OF DESIGNATED EMS PROVIDER UNITS/VEHICLES, of the Prehospital Care Policy Manual.

K. Provider shall request approval for each Advanced Life Support ("ALS") Unit (which includes EMS Aircraft), assessment unit, and extension unit it desires to put into service. Provider shall advise EMS Agency of any long term relocation of existing ALS staffed units and/or any reductions in the number of ALS staffed units.

L. Provider shall staff each approved ALS Unit with a minimum of two (2) licensed and County accredited paramedics and shall comply with staffing requirements for assessment units and extension units as specified in EMS Agency's Prehospital Care Policy Manual, except as authorized by EMS Agency.

M. Provider shall ensure that all ALS Units and paramedic personnel are visibly identified as such, and wear on their uniforms standard County paramedic insignia.

N. Provider shall equip each approved ALS Unit with at least one portable radio capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements as specified by EMS Agency.

O. Provider shall maintain and develop, in collaboration with EMS Agency, a "Continuous Quality

Improvement" Program in accordance with Title 22, section 100172(b). Provider shall participate in EMS Agency's Countywide quality improvement program.

P. Provider shall establish a policy which addresses "sentinel events" and incorporates the use of "root cause analysis" and event resolution which may include, but not be limited to, education, bulletins, and structural changes. (The terms "sentinel events" and "root cause analysis" are as defined by the Joint Commission on the Accreditation of Healthcare Organizations).

Q. Provider shall have a designated physician to address EMS issues and needs, and to serve as the "provider medical advisor".

R. Provider shall participate in research endeavors and assist EMS Agency with research, clinical study and other programs, including, but not limited to, pilot studies.

S. Provider shall assist EMS Agency as requested to present policy and/or procedure issues to the Board of Supervisors.

T. Provider shall maintain an EMS Agency approved "County of Los Angeles Fire Department Patient Care Record" for each patient treated or transported by Provider's EMT-I's or EMT-P's.

U. Provider shall maintain, in accordance with applicable State law, licensing, certification and accreditation of all ALS and BLS personnel.

4. RESPONSIBILITIES OF THE EMS AGENCY: Responsibilities of EMS Agency will include the following:

A. EMS Agency shall perform Medical Control responsibility in the spirit of collaboration and cooperation with Provider.

B. EMS Agency shall establish and promulgate medical control policies and procedures consistent with State law and regulations, County ordinances, and Department policies and standards. EMS Agency shall distribute to Provider within sixty (60) calendar days of the execution of this MOU EMS Agency's Prehospital Care Policy Manual and Medical Guidelines, containing all the EMS protocols and policies which EMS Agency currently considers to be applicable to participants in the ALS system. Policy updates will be distributed regularly.

C. EMS Agency shall administer and coordinate all portions of the Los Angeles County EMS system including, but not limited to, inter-facility transport, paramedic training, receiving hospitals, base hospitals, specialty centers and trauma centers to: (1) encourage and support creation of paramedic training capacities consistent with

EMS needs within Los Angeles County, and (2) collaborate with Provider to assure an efficient receiving hospital system.

D. EMS Agency shall coordinate the receiving hospital network to ensure Provider's ability to deliver adequate service.

E. EMS Agency shall engage in efforts at local, State, and Federal levels related to the procurement of necessary funding for the purpose of maintaining the Los Angeles County EMS System, including the trauma network.

F. EMS Agency shall collaborate with Provider on an ongoing basis to promote availability of paramedic training and continuing education opportunities.

G. EMS Agency shall maintain a Base Hospital network to ensure medical advice is available and delivered in a real-time, on-line (e.g., telephonic/radio) basis for EMS provider(s) by a licensed medical professional which may include hospital-based physicians and nurses or alternate base station as needed.

H. EMS Agency shall approve and monitor EMT-I and paramedic continuing education providers in an effort to provide quality continuing education.

I. EMS Agency shall provide adequate, standardized training materials including the "Prehospital Care Policy Manual", guidelines, and updates.

J. EMS Agency shall maintain, in accordance with Title 22, section 100172(a), ongoing development of a Countywide Continuous Quality Improvement Plan as a means of evaluating paramedic services provided. Provider input shall be solicited and considered regarding performance indicators and system components.

K. EMS Agency shall manage the "ReddiNet" system or equivalent for Provider's system status management.

L. EMS Agency shall assess compliance with policies and procedures of EMS Agency by means of scheduled annual audits, which may include site visits of Provider's ALS program. Any deviation from the annual audit schedule shall be based on agreement of both parties. Such site visits shall be scheduled no less than thirty (30) days prior to the actual visit to allow Provider sufficient time to assemble required material. A copy of the results of these audits will be provided within thirty (30) working days.

M. EMS Agency shall assess the ALS Program by observing, on a first-hand basis, through prearranged ride-alongs and/or attendance of Provider's continuing education classes.

N. EMS Agency shall assign ALS Units of Provider to a designated base hospital after consultation with base hospital and Provider. These assignments may be changed from time to time by Medical Director after consultation

with Provider and the affected base hospitals. ALS Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the prehospital care system, or when Provider demonstrates that its ALS Unit would be better served by a different base hospital (e.g., communication problems). In the event reassignment occurs, Provider, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written statements, with accompanying oral statements if desired, to the Medical Director of EMS Agency in support of a different assignment.

O. EMS Agency shall assume the following committee responsibilities: (1) coordinate the Los Angeles County Emergency Medical Services Commission ("EMSC") and its subcommittees so that the EMSC may analyze, review, and comment upon EMS Agency policies and give advice to the Board of Supervisors, Director and/or Chief Medical Officer of DHS, and Director of the EMS Agency regarding such policies; (2) coordinate and staff EMS Agency's Provider Agency Advisory Committee (PAAC) and Base Hospital Advisory Committees (BHAC) in order to collaborate with Provider(s)

in providing recommendations to the EMSC regarding ALS continuing education programs, training programs, licensure, certification, and other issues affecting the delivery of prehospital care in Los Angeles County; and (3) coordinate and staff EMS Agency's Medical Advisory Council to serve as a regularly scheduled meeting forum to provide specialized medical advice to the Medical Director of EMS Agency.

P. EMS Agency agrees to maintain a comprehensive EMS data collection system, in consultation with the EMSC's Data Coordination Committee, which includes the following:

(1) data collection file specifications; (2) data collection procedure manual; and (3) generation of quarterly summary reports and other reports requested by Provider.

Q. EMS Agency agrees to maintain confidentiality regarding all EMS responses and disclose information only as required by law.

R. EMS Agency shall designate one or more individuals within EMS Agency with the primary responsibilities of communication and liaison with Provider with respect to matters affecting the ALS delivery system under the jurisdiction of EMS Agency. Responsibilities shall also include: (1) periodic observational ride-alongs and attendance at meetings related to the EMS system; and

(2) conducting inventory inspections of each newly approved ALS Unit.

S. EMS Agency shall provide EMT-P training at the Paramedic Training Institute as long as the program is approved by the Board of Supervisors. Public provider agencies will be given priority for class registration. Training spots are allocated on a "first come, first served" basis if more than one public provider is vying for a specific class. Provider may sponsor employees on a "space available" basis. Both public and private provider agencies are required to offset the cost of training at charges approved by the Board of Supervisors.

T. EMS Agency shall, in collaboration with Provider, participate in research endeavors and other programs, including, but not limited to, pilot studies.

U. EMS Agency shall, in concert with the County's Internal Services Department, assume on-going responsibility for the design, development, timely implementation, and technical integrity of the Paramedic Communication System ("PCS"), including maintenance and repair of County-owned equipment and the development of PCS communication equipment specifications, operating procedures, and maintenance

standards. EMS Agency shall also, with assistance from Provider, develop and maintain primary and secondary means of communication (e.g., phone, wireless, web based, infra-red based, satellite based cell/web) that facilitate optimal patient care.

V. EMS Agency shall work with the Hospital Association of Southern California to allow Provider representation on committees negotiating the Base Hospital Agreement.

5. RESPONSIBILITIES OF THE MEDICAL DIRECTOR: The Medical Director of EMS Agency shall establish and maintain medical control by means of the following:

A. The Medical Director shall, after consultation with Provider Medical Advisor through EMS Agency's Medical Council, and in accordance with established guidelines and standards of care, develop and approve medical protocols specific to state scope-of-practice and other policies pertaining to EMT-P base hospitals, EMT-P and EMT-I personnel, EMT-P service providers, and the local EMS Agency.

B. The Medical Director shall ensure compliance with all applicable State and Federal laws and regulations relating to confidentiality and disclosure and shall maintain the confidentiality of copies of records, run reports, tapes, and logs submitted hereunder and shall disclose any such materials to third parties only if

required by law to do so and then only after prior notification of Provider as permitted by law. Incident reports and other risk management reports prepared by Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the Evidence Code, shall not be a subject of disclosure to EMS Agency under this paragraph.

C. The Medical Director shall, after consultation with Provider Medical Advisor through EMS Agency's Medical Council, collaborate on the development of written medical policies and procedures, to include at a minimum the following:

(1) Criteria for initiating specified emergency medical protocols and treatments for use in the event of communication failure.

(2) Criteria for initiating specified medical protocols and treatments prior to voice contact.

(3) Requirements to be followed by Provider's EMT-P's and EMT-I's when it is determined that the patient will not require transportation to the hospital by ambulance.

(4) Requirements for the initiation, completion, review, evaluation, and retention of a patient care

record.

(5) Establish provisions for direct voice communication between an EMT-P and base hospital physician or mobile intensive care nurse.

(6) Provide for ongoing evaluation and continuing education for EMT-P personnel.

D. The Medical Director shall ensure a mechanism exists for Provider to obtain controlled drugs identified in Ref. No. 702, CONTROLLED DRUGS CARRIED ON ALS UNITS, of the Prehospital Care Policy Manual.

E. Upon request of Provider to utilize Standard Field Treatment Protocols ("SFTPs"), the Medical Director may permit Provider to utilize an MOU substantially similar to the Emergency Medical Technician-Paramedic Standing Field Treatment Protocol Agreements as approved by the Board of Supervisors on May 21, 2002, or later amended, incorporated herein by reference.

6. PROBLEM RESOLUTION:

A. Provider shall name specific individuals within Provider's agency who are authorized to assist the Medical Director of EMS Agency with problem resolution under this MOU and to respond to written requests of the Medical Director of information regarding any perceived problem within thirty (30) calendar days unless otherwise mutually agreed.

B. Provider is encouraged to resolve normal day-to-day operational concerns directly with involved base hospitals and receiving hospitals. If a problem is not resolved at this level, Provider may refer it to EMS Agency for further review and action.

C. Problems perceived by Provider that have a system-wide impact should be referred directly to EMS Agency.

D. As soon as reasonably possible, Provider shall report possible violations of the California Health and Safety Code section 1798.200 by Provider paramedics and EMT-Is directly to the Medical Director, as outlined in Ref. No. 214 of the EMS Agency's Prehospital Care Policy Manual. The Medical Director of the Agency is required to investigate any such allegations of violation.

E. Medical control issues that cannot be resolved between Provider and EMS Agency will be referred to the County's Chief Administrative Office for review and recommendations.

7. INDEPENDENT CONTRACTOR STATUS: This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this MOU. Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this MOU are, for the purposes of worker's compensation liability, employees

solely of Provider.

8. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Provider and EMS Agency understand and agree that each is independently responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party, including their officers, employees, and agents, for its failure to comply with HIPAA.

9. MOU REVIEW: The parties, through the Fire Chief, or designee, and the Director of EMS Agency, or designee, shall review the MOU at least once every two (2) years to ensure adequate and proper adherence to all applicable local and State policies, procedures, protocols, and scope of practice.

10. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The Medical Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party

by giving at least ten (10) calendar days prior written notice thereof to the other party.

A. Notices to County shall be addressed as follows:

- 1) Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Director and Chief Medical Officer

- 2) Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 525
Los Angeles, California 90012

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- 1) County of Los Angeles Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063

Attention: Fire Chief

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and County of Los Angeles Fire
Department on its behalf by its duly authorized officer, the day,
month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

BY _____
Fire Chief P. Michael Freeman

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

BY _____
Deputy

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

BY _____
Director, Emergency Medical
Services Agency

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Director, Contract Administration

pps:03/17/04
AGRCD3328.PPS

EXHIBIT A

EMERGENCY MEDICAL SERVICES

AIRCRAFT TRANSPORT OF LOS ANGELES COUNTY TRAUMA PATIENTS

1. BASIS AND PURPOSE: The basis of this Exhibit to the MOU is the desire and intention of the parties to establish and define, in a cooperative manner, the roles and responsibilities relating to the EMS Aircraft Services, relative to the delivery of prehospital care and transport of trauma patients to a designated trauma center within Los Angeles County.

Funds available through Measure B, passed by the voters in 2002, will be used to ensure trauma services throughout the County, including underserved trauma areas of the County. Although helicopter transport is not always the optimal transport method, it can be the best alternative when trauma centers are not available due to distance, traffic congestion, or absence of a designated trauma center. Should one or more hospitals in the

underserved areas of Antelope and East San Gabriel Valleys, including Pomona, Baldwin Park, and West Covina, become designated as a trauma center, ground transport in lieu of helicopter transport may become feasible. As a result, the funding may be redirected from this program to support indigent care reimbursement at the newly designated trauma center(s).

This Exhibit, in accordance with the intentions of the parties, will serve as a written MOU as required under California Code of Regulations, Title 22, Division 9, section 100173(b)(4), between EMS Agency and Provider.

2. TERM: The funding component as specified in Paragraph 3 of this Exhibit requires annual approval by the Board of Supervisors. Termination of the MOU (Medical Control Agreement) will automatically terminate this Exhibit. Termination of this Exhibit will not have an effect on the term of the MOU. The Provider agrees that if for any reason this MOU is cancelled by mutual consent, the last payment will be for services rendered prior to the official date of cancellation.

3. FUNDING: Funding from the Measure B Special Tax Fund to the Fire District shall be divided into two sections as follows;

A. The Fire District shall receive an annual allocation of \$2.0 million for a period not to exceed eleven (11) years to expand trauma services by funding a helicopter design and construction, and lease-purchase for staging at a 24-hour/7-day per week level in the Antelope Valley.

B. The Fire District shall receive one-third of an

annual allocation of a sum to be determined by the Board of Supervisors, with the remaining two-thirds of the annual allocation to be divided equally among the two (2) remaining contemplated approved public provider agencies with aircraft transport capabilities.

4. RESPONSIBILITIES OF PROVIDER:

A. Prior to reimbursement, Provider shall implement the policies and procedures for medical direction of prehospital care advanced life support personnel, including Ref. No. 418, AUTHORIZATION AND CLASSIFICATION OF EMS AIRCRAFT; Ref. No. 514, PREHOSPITAL EMS AIRCRAFT OPERATIONS; and Ref. No. 706, ALS EMS AIRCRAFT INVENTORY, of the Prehospital Care Policy Manual.

B. Provider shall adhere to and be responsible for compliance with all applicable rules and regulations that are or may be established by State statute and regulation and any stipulations of the Federal Aeronautics Administration that may be applicable.

C. Provider shall integrate EMS Air Operation into the current Quality Improvement program approved by EMS Agency to include a written plan.

D. Provider shall permit EMS Agency or its agent (e.g., contractor) to perform scheduled annual audits of Provider's EMS Aircraft program. Any deviation from the annual audit

schedule shall be based on agreement of both parties.

E. Provider shall request approval for each EMS Aircraft put into service and notify EMS Agency of relocations or reallocations of existing ALS staffed EMS Aircraft.

F. Provider shall staff each EMS Aircraft with a minimum of two (2) licensed and County accredited paramedics as defined in Ref. No. 418 and ensure that all paramedic personnel working on the EMS Aircraft are visibly identified as such.

G. Provider shall provide a liaison with EMS Agency for communication, problem resolution, billing questions, and review of the MOU.

H. Provider shall submit quarterly Service Contribution Reports (EMS Report Forms) to EMS Agency within thirty (30) calendar days following each quarter. Any claims submitted after thirty (30) calendar days following each quarter shall not be considered.

I. Provider shall participate in delivery of pharmaceuticals and medical supplies, including the Strategic National Stockpile, via aircraft transport as necessary in the event of a terrorism incident. This may include transport of key EMS Agency disaster management personnel, as needed.

5. RESPONSIBILITIES OF THE EMS AGENCY:

A. EMS Agency shall coordinate and educate base hospitals, trauma centers, and the Medical Alert Center with the capability of receiving or directing patient care by

helicopter ambulance providers on the policies and operations pertinent to the EMS Aircraft program.

B. EMS Agency shall maintain a communication system to ensure the coordination of aircraft destination and landing.

C. EMS Agency shall collect and maintain data on all patients transported by EMS Aircraft, which would include reports on patients transported that have met "Trauma Criteria" as defined in Los Angeles County Prehospital Care Policy Manual, Ref. No. 506, TRAUMA TRIAGE.

D. EMS Agency shall designate one or more individuals within EMS Agency with the primary responsibilities of communication and liaison with the Provider.

E. EMS Agency shall validate and reconcile copies of Provider EMS Report Forms with TEMIS Trauma Center database.